

**REQUEST FOR PROPOSALS (RFP) for Independent Code (Plan) Review in  
Lieu of Local Officials Plan Review for the  
BETHEL ROCKWELL & JOHNSON ELEMENTARY SCHOOL  
RENOVATION PROJECTS**

The Town of Bethel Public Site and Building Commission is soliciting proposals from independent code (plan) reviewers or other qualified firms interested in providing professional services to the Town of Bethel for the renovation of two elementary schools, Anna H. Rockwell School and Ralph M. T. Johnson School.

Responses must be received by Friday, July 13, 2018, 10:00 a.m. at Bethel Purchasing Agent/Town Finance, 1 School Street, Bethel, CT 06801.

Copies of the RFP can be obtained from the Bethel Board of Education Business Office in person or by phone to Theresa D. Yonsky, Director of Fiscal Services (203) 794-8603 or email [yonskyt@bethel.k12.ct.us](mailto:yonskyt@bethel.k12.ct.us)

The Town of Bethel is an Equal Opportunity and Affirmative Action Employer.  
Dated at Bethel, Connecticut, June 28, 2018

**REQUEST FOR PROPOSALS for**  
**Independent Code (Plan) Review in Lieu of Local Officials Plan Review for the**  
**BETHEL ROCKWELL & JOHNSON ELEMENTARY SCHOOL PROJECTS**

**Town of Bethel Public Site and Building Commission**  
**1 School Street, Bethel, CT 06801**  
**Request for Proposals "RFP 2018-004"**

**Release Date: June 29, 2018**

**RFP Due Date: Friday July 13, 2018, by 10:00 a.m. at Bethel Purchasing Agent/Town Finance, 1 School Street, Bethel, CT 06801 (Please submit two (2) copies of your proposals.)** The opening of the proposals will immediately follow the deadline; 10:00 a.m. Friday, July 13, 2018.

**Owner:** The Town of Bethel (Town)

**Issued By:** Town of Bethel Public Site and Building Commission ("PSBC")

**Project Names:** Rockwell School & Johnson School Projects

**Project Locations:** Anna H Rockwell School, 400 Whittlesey Drive, Bethel, CT 06801 and Ralph M. T. Johnson School, 500 Whittlesey Drive, Bethel, CT 06801

**State Project Numbers: #009-0058 RNV & #009-0059 RNV**

**Contact Persons:** Chairman PSBC, Mr. Jon Menti (732) 535-0229

**Board of Education (BOE) Support for Questions:**

Dr. Christine Carver, Superintendent of Schools (203) 794-8601,

Ms. Theresa Yonsky, Director of Fiscal Services (203) 794-8603

Mr. Robert Germinaro, Supervisor of Facility & Security Operations (203) 794-8603

**Architectural Firm Hired:** Perkins Eastman

Mr. Joseph Costa, Principal in Charge

Mr. Joe Culotta, Project Manager

**Construction Manager @ Risk Hired:** The Rizzo Corporation

Mr. Ron Cassella, Vice President & Project Executive

Mr. Robert Tripi, Business Development

**The projects are separate projects per the State Office of School Construction/Department of Administrative Services but will be done concurrently. Your proposals must delineate cost separately as this will be required throughout the projects but please respond based upon being awarded both projects. Therefore you must respond with a proposal for each of the two projects.**

The Town of Bethel Public Site and Building Commission (PSBC) is the official building committee for these two projects. The PSBC is charged with the responsibility of administering these projects and must comply with procuring professional services in conformance with related State of Connecticut and Town of Bethel laws, regulations and charter. The PSBC is soliciting proposals from qualified firms interested in providing professional independent code (plan) review in lieu of local officials plan review for these two projects.

The PSBC will review the responses for compliance with the required documentation to determine responsiveness. The PSBC may narrow the list of applicants and schedule interviews as they deem necessary. The PSBC may use the initial rating and ranking of qualifications, the interview results, and the price proposals (RFP) to arrive at a final selection. Public Law 08-169 requires the Selection Committee to make an award "...from a pool of not more than the four most responsible qualified proposers..." The "most responsible qualified proposer" is the proposer "...who is qualified by the awarding authority when considering price and the factors necessary for faithful performance of the work based on the criteria and scope of work included in the request for proposals."

The Town of Bethel/Bethel Board of Education is exempt from the payment of Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the price. Exemption certificates will be furnished upon request.

### **Rockwell Elementary School Code Review RFP (Project # 009-0058 RNV)**

Code Consultant Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

In accordance with Office of School Construction Grants and Review (OSCG&R), this document requests a proposal for the performance of Code compliance review for the Rockwell Elementary School project. This public school project will serve approximately 405 kindergarten to second grade elementary school students in a two story structure. This project is designed as a like-new renovation status project and includes small additions to accommodate approved program spaces.

Architectural and site plan of the proposed school design are attached; full-size drawings and specifications will be provided by Perkins Eastman upon selection of the reviewer. The 51,212 SF project consists of mostly like new renovations, with minor areas of additions. The new additions consists of a two story steel and masonry structure of approximately 1,600 SF containing new platform, bus drop-off entry vestibule, and exterior loading dock covered platform.

The site work is extensive and includes the construction of a new bus loop to the rear of the building and raising the parking area to the front to be level with the main entry. The plan also includes renovation of the existing parent drop-off and pick-up areas and new playgrounds and hard surface play areas.

These services will include a review of construction documents and preparation of written comments identifying Code citations and violations of the 2018 CT State Building Code (2015 IBC) and 2018 CT State Fire Code, CT State Health Code and Section 504 of the Rehabilitation Act of 1973 and the 2010 ADA Standards for Accessible Design. The summary of the citation will clearly identify the Code section at issue as well as where in the documents the Code violation occurs.

The consultant will be required to prepare written summary of any Code violations including identifying locations of violations within the documents. The summary shall be organized by Code with section of the Code clearly noted for each citation.



Consultant will be required to identify locations of code violations within the documents, work with the design consultants to resolve code issues and if necessary to discuss specific items with local authorities having jurisdiction over the project. In addition to the initial review and commentary, the consultant will be required to work with design consultant to resolve any citations, through code interpretations, clarifications, code modifications or adjustments or changes to the documents.

In general, the work will include a review for compliance with all applicable codes for building, fire, life safety, ADA, health and others as required for approval and reimbursement by OSCG&R.

The Consultant will identify and report any elements of the work that do not comply, and will recommend changes to bring the work into full code compliance; the Consultant will meet with PEA and local officials (building inspector, fire marshal, health, etc.) to review / amend and obtain final approval. The work will include but will not be limited to: a detailed Plan Review Record, OSCG&R Plan Review Checklist, OSCG&R Code Conformity Transmittal sign off sheet, etc. The consultant shall assist the PEA team and the Town in obtaining sign-offs from local officials. The Owner intends to solicit and award construction bids, and begin construction on or before **November 1, 2018**; the independent code review is anticipated to be commenced on or about **July 23, 2018** and is required to be completed by **August 17, 2018**. **Corrections of the documents and securing local and OSCG&R sign-offs by the middle of September. Please note the intent of the Town is to award both projects to a single code reviewer. Your cost proposal must anticipate performance of services for both Bethel School projects simultaneously.**

Please submit two (2) copies of your proposal to Bethel Purchasing Agent/Town Finance, 1 School Street, Bethel, CT 06801 by 10:00 a.m. on Friday, **July 13, 2018** to perform the independent code review:

**Fee Proposal Form:**

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Estimated number of hours required \_\_\_\_\_.

Total cost proposal: \$ \_\_\_\_\_

Estimated reimbursable expenses (if any) total \$ \_\_\_\_\_ (with mark-up).

Work will be completed within \_\_\_\_\_ days of release / receipt of drawings and specifications from the Owner or PEA. Note: The number of days for completion of services must not be exceeded, and all work must be completed by September 1, 2018.

Submitted by: (signature) \_\_\_\_\_

Company: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Johnson Elementary School Code Review RFP (Project #009-0059 RNV)

Code Consultant Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

In accordance with Office of School Construction Grants and Review (OSCG&R), this document requests a proposal for the performance of Code compliance review for the Johnson Elementary School project. This public school project will serve approximately 644 third to fifth grade elementary school students in a two story structure. This project is designed as a like-new renovation status project and includes two additions to accommodate approved program spaces.

Architectural and site plan of the proposed school design are attached; full-size drawings and specifications will be provided by Perkins Eastman upon selection of the reviewer. The 88,565 SF project consists of mostly like new renovations with two major areas of additions. The new additions consists of a two story steel and masonry structure of approximately 29,000 SF containing new Gymnasium and platform, a new 2-story classroom and media center , and exterior loading dock covered platform.

The site work is extensive and includes the construction of a new parent drop off and new bus loop to the front of the building and construction of a new parking area. The plan also new playgrounds, amphitheater and hard surface play areas and emergency access road.

These services will include a review of construction documents and preparation of written comments identifying Code citations and violations of the 2018 CT State Building Code (2015 IBC) and 2018 CT State Fire Code, CT State Health Code and Section 504 of the Rehabilitation Act of 1973 and the 2010 ADA Standards for Accessible Design. The summary of the citation will clearly identify the Code section at issue as well as where in the documents the Code violation occurs.

The consultant will be required to prepare written summary of any Code violations including identifying locations of violations within the documents. The summary shall be organized by Code with section of the Code clearly noted for each citation.

Consultant will be required to identify locations of code violations within the documents, work with the design consultants to resolve code issues and if necessary to discuss specific items with local authorities having jurisdiction over the project. In addition to the initial review and commentary, the consultant will be required to work with design consultant to resolve any citations, through code interpretations, clarifications, code modifications or adjustments or changes to the documents.

In general, the work will include a review for compliance with all applicable codes for building, fire, life safety, ADA, health and others as required for approval and reimbursement by OSCG&R.

The Consultant will identify and report any elements of the work that do not comply, and will recommend changes to bring the work into full code compliance; the Consultant will meet with PEA and local officials (building inspector, fire marshal, health, etc.) to review / amend and obtain final approval.

The work will include but will not be limited to: a detailed Plan Review Record, OSCG&R Plan Review Checklist, OSCG&R Code Conformity Transmittal sign off sheet, etc. The consultant shall assist the PEA team and the Town in obtaining sign-offs from local officials. The Owner intends to solicit and award construction bids, and begin construction on or before **November 1, 2018**; the independent code review is anticipated to be commenced on or about **July 30, 2018** and is required to be completed by **August 24, 2018**. **Corrections of the documents and securing local and OSCG&R sign-offs by the middle of September. Please note the intent of the Town is to award both projects to a single code reviewer. Your cost proposal must anticipate performance of services for both Bethel School projects simultaneously.**

Please submit two (2) copies of your proposal to Bethel Purchasing Agent/Town Finance, 1 School Street, Bethel, CT 06801 by 10:00 a.m. Friday, **July 13, 2018** to perform the independent code review:

**Fee Proposal Form:**

Estimated number of hours required \_\_\_\_\_.

Total cost proposal: \$ \_\_\_\_\_

Estimated reimbursable expenses (if any) total \$ \_\_\_\_\_ (with mark-up).

Work will be completed within \_\_\_\_\_ days of release / receipt of drawings and specifications from the Owner or PEA. Note: The number of days for completion of services must not be exceeded, and all work must be completed by September 1, 2018.

Submitted by \_\_\_\_\_

Company: \_\_\_\_\_

Name \_\_\_\_\_

Date:

Address questions about this RFP in writing to Theresa Yonsky, Bethel Board of Education Director of Fiscal Services, Bethel Public Schools, 1 School Street, Bethel, CT 06801. Please submit your questions 5 days before the proposal due date. All questions and answers will be issued in writing to submitting firms.

Ms. Yonsky can be reached via e mail at: [yonskyt@bethel.k12.ct.us](mailto:yonskyt@bethel.k12.ct.us)

Thank you.



## **Additional Information and Requirements**

### **1) Affirmative Action -**

- Please Include a statement of compliance.
- Also, as this is a Bethel Public School Construction Project adherence to Bethel Board of Education's Non-discrimination clause is required and is listed here:

The Bethel Public Schools are committed to a policy of equal opportunity/affirmative action for all qualified persons. The Bethel Public Schools do not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut State and/or Federal nondiscrimination laws and provides equal access to the Boy Scouts and other designated youth groups. The Bethel Public Schools do not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Bethel Public Schools nondiscrimination policies should be directed to:

Dr. Kristen Brooks (Title IX District Coordinator)  
Assistant Superintendent of the Bethel Public Schools  
1 School Street, Box 253  
Bethel, CT 06801  
[brooksk@bethel.k12.ct.us](mailto:brooksk@bethel.k12.ct.us)

Phone: (203) 794-8613 email:

Mrs. Susan Budris (Section 504 District Coordinator)  
Director of Special Education and Pupil Services  
1 School Street, Box 253  
Bethel, CT 06801

Phone: (203) 794-8616 email: [budriss@bethel.k12.ct.us](mailto:budriss@bethel.k12.ct.us)

### **2) Right to Reject Submissions –**

The Town/PSBC may at any time prior to the selection of a respondent reject any and all proposals and cancel this RFP, without liability therefore, when doing so is deemed to be in the Town's best interests. Further, regardless of the number and quality of proposals submitted, the Town/PSBC shall under no circumstances be responsible for any respondent's cost, risk and expenses. The Town accepts no responsibility for the return of successful or unsuccessful proposals. This RFP in no way obligates the Town/PSBC to select a respondent.

### **3) Stipulations**

The Town of Bethel maintains the right to withhold payment for unsatisfactory work product until such time that the defect is corrected. The Town of Bethel reserves the right to cancel the contract at any time with no cost to the Town of Bethel beyond the work already performed. Any violations of the contract specifications shall be deemed to be justification to cancel the contract.

### **4) Exceptions**

Provide a detailed list of explanation of any and all exceptions being made in this proposal.

## **5) Indemnification**

The contractor shall indemnify and hold harmless the Town of Bethel & Bethel Board of Education and its agents and Employees from and against all claims, damages, losses and expenses, including Attorney's fees arising out of, or resulting from the performance of the work.

## **6) Certificates of Insurance**

The selected company shall be required to furnish a certificate of Insurance ensuring the following insurances coverages, which are applicable, within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Bethel/Bethel Board of Education as the Additional Insured will be grounds for termination of the contract.

Prior to the commencement of the work, and until final completion and acceptance of the work, the contractor shall procure and maintain the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A-(IX) or better. Such insurance shall protect and indemnify the Town of Bethel & Bethel Board of Education from all claims which may arise out of a result from the Contractor obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the contractor or by anyone for whose acts said contractor may be liable.

### **A) Commercial General Liability Insurance & Workers Compensation Insurance**

Contractor shall provide a Commercial General Liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000 on a "per project aggregate" basis.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town of Bethel. Such coverage shall contain a broad form contractual liability endorsement or similar wording with the policy form.
- Such Policy shall name the Town of Bethel & Bethel Board of Education as an Additional Insured with respect to claims arising out of the Contractor's operations, completed operations and products by endorsement, ISO Form CG2010 and CG 2037.
- Such policy shall contain a waiver of subrogation in favor of the Town of Bethel.
- Such policy shall include coverage for the Contractor's sub-contractors or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.

### **B) Commercial Automobile Liability Insurance**

Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single basis. Such coverage shall also include hired and non-owned automobile coverage.

### **C) Worker's Compensation Insurance**



Contractor shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with the limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall contain a "waiver of our right to recover from other endorsement" in favor of the Town of Bethel/Bethel Board of Education.

**D) Umbrella Liability Insurance**

Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (10.2) through (10.4). Such policy shall contain limits of liability, as a minimum, in the amount of \$10,000,000 each occurrence and \$10,000,000 in aggregate which may be amended during the term of the contract if deemed reasonable and customary by the Town of Bethel. Any additional cost shall be at the sole cost and expense of the contractor.

**E) Errors/Omission: Professional Liability Insurance**

Contractor shall provide, if required by the Town of Bethel, errors & omissions coverage in the contractor's professional liability with a limit no less than \$2,000,000 per claim and \$2,000,000 in aggregate. If on a claims made policy, such policy shall must have a retroactive date that coincides with, or precede start of service under this agreement and such policy shall be maintained for a period of two (2) years after completion of the project.

**F) Certificates of Insurance**

Prior to the issuing of any notice to proceed by the Town of Bethel, the Contractor shall furnish the Town of Bethel with satisfactory evidence that it and they have the insurance coverage set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the Agreement or work, as applicable, and shall contain a provision that the policy will not be canceled or changed until thirty (30) days after the Town of Bethel has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Bethel/Bethel Board of Education as additional insureds.

1. The Contractor shall advise all of their insurers of the contract provisions regarding insurance. The failure of Contractor to notify insurers of the contract provisions shall not relieve the Contractor from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this Agreement and the Town of Bethel retain the right to stop work until proper evidence of insurance is provided.
2. If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Contractor shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Contractor.
3. The above requirements and certificate are subject to final approval by the Town's Insurance agent as to form and substance and could require changes in the types of coverage and limits.
4. The above insurance requirements shall also apply to all sub-consultants and/or subcontractors to the company and the company shall not allow any sub-consultants and/or subcontractors to commence work

until the sub-consultants and/or subcontractors insurance has been so obtained and approved. *However, no subcontractors are allowed to be used per this contract.*

5. The above insurance requirements and certificate are subject to final approval by the Town's Insurance agent as to form and substance and could require changes in the types of coverage and limits.